



COUNTY OF PLACER
ADMINISTRATIVE SERVICES DEPARTMENT
Procurement Services Division
2964 Richardson Drive
Auburn CA 95603
Phone: 530-889-7776

INVITATION FOR BIDS

Bidder Acknowledgement

RELEASE DATE: June 15, 2004
BID NO. 9350
TITLE: Cardlock Fuel
DUE DATE: July 13, 2004, 3:30 PM *(Bids shall not be accepted after this date/time)*

All questions regarding this solicitation shall be directed to:

Buyer Name: Steven M^cCredie, CPPB **Telephone:** 530-889-4257

This package includes the following documents:

Bid Form



Type of Award:

Fixed Contract (Purchase Order)



Open-End Contract (Blanket Purchase
Order) for the approximate period:



September 1, 2004 through August 31, 2005

Bidder shall complete the area below. Unsigned bids shall be rejected; no exceptions.

The undersigned offers and agrees, if this bid is accepted within **90 calendar days** from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this IFB, including any and all addenda. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement. I declare under penalty of perjury that I have not been a party with other bidders to an agreement to bid a fixed or uniform price.

Addendum Received, No(s). _____

NAME OF FIRM: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____ Fax: _____

By (signature): _____ Title: _____

NO BID: ☐ Reason: _____

INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid by reference and attachment to this Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By signature in the space provided for bidder in these documents, bidder does agree to furnish the product(s) and/or service(s) pursuant to these conditions.

WARNING: It is the bidder's responsibility to monitor the County's website (www.placer.ca.gov/admin/procurement.htm) for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return a signed addenda, when required, may be cause for rejection of his/her bid.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. **SUBMISSION OF BIDS.** Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays), prior to the date and time specified in this solicitation. Bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County. Bids must be signed by an authorized employee. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.
WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.
3. **ALTERATION OF BID DOCUMENTS.** Bidder hereby agrees, by signature on the face of this bid, that s/he has not altered the specifications, terms, or conditions of these documents, except as to clearly indicate exception to the requirements herein. Bidder also understands that, should it be discovered that the bidder altered these documents in a way that misleads or deceives the County as to the terms and conditions of their response, their bid shall be rejected and the bidder may be debarred in accordance with the processes defined in the Placer County Purchasing Policy Manual.
4. **AMENDMENTS TO THE BID.** Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.
5. **NO BID.** Persons desiring not to submit a bid should return the Bidder Acknowledgment marking it "NO BID," no later than the stated bid opening date and time, and state the reason in the response. Failure to respond by the bid deadline may result in removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a timely "NO BID."
6. **NON-COLLUSION.** The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
7. **CONFLICT OF INTEREST.** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.
8. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract;

- f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
9. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
10. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
11. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
12. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
13. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
14. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
15. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
17. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to

supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis for up to two additional years. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

18. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
19. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
20. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be faxed to you by using our self-service "fax on demand" system. Dial 530/889-7776, press option 4 then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area). This information is also available on our website at: www.placer.ca.gov/admin/procurement/lvp_affidavit.htm
21. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
22. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
23. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
24. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

25. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services and the Board of Supervisors as prescribed by Section 10.0 of the Placer County Purchasing Policy.
26. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 12161 and 12200.
27. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
28. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

BID FORM
(to be completed by bidder)

1. INTRODUCTION

Placer County is requesting written bids for Cardlock Fuel. Award will be on a category basis. It is the intent of this bid solicitation that an award be made for annual blanket purchase order(s) for an approximate one year period with the option to renew for up to two additional one year periods at the County's discretion.

The successful bidder(s) shall guarantee that all bidder's margins offered will be firm for the entire contract period. Invoices shall detail date of purchase, number of gallons, type of fuel, odometer reading, and applicable taxes. Placer County is exempt from Federal Excise Tax. The successful bidder(s) shall supply the appropriate exemption certificates upon award notice.

For bid evaluation purposes, bidders shall list pricing below (exclusive of all taxes) based upon **bidder's actual cost plus their margin effective for the date of July 5, 2004**. **No exceptions shall be considered.** On a separate attachment, bidders shall explain how purchases will be billed. **To be considered responsive**, bidders shall fully explain how invoices directly relate to bidder's cost. From time to time, County staff will check invoices to ensure compliance with the successful bidder(s). **Bidder's margin shall contain all associated fees such as network, storage fees, etc. and shall remain fixed throughout the life of the contract(s).**

Geographic location is a major consideration in the resulting award(s). Please note the Placer County fleet locations for each area. Bidder's cardlock location shall be no more than a maximum of 4 miles from County facilities. **Each cardlock facility shall be accessible by heavy equipment, such as public transit buses, dump trucks, etc. and offer both Unleaded Gas and #2 Diesel Fuel. The County will require approximately 40 cards at no charge. The total anticipated annual dollar amount is \$115,000.00. However, the County will not agree to any minimum purchase requirements.**

2. PRICING

Category I - Auburn - Bowman Road Near I80 Freeway

County Facilities: 11500 "A" Ave., 11432 "F" Ave. and 11428 "F" Ave., DeWitt Center

Unleaded (min. 87 octane) Bidder's cost for July 5, 2004 \$_____

Bidder's Margin over cost \$_____

#2 Diesel Bidder's cost for July 5, 2004 \$_____

Bidder's Margin over cost \$_____

Hours of operation _____

Address of Auburn Cardlock Facility _____

Can a Voyager Credit card be used at this facility? ____ yes ____ no

Category II - Auburn - Nevada Street/Grass Valley Highway near I 80 Freeway

County Facilities: 11500 "A" Ave., 11432 "F" Ave. and 11428 "F" Ave., DeWitt Center

Unleaded (min. 87 octane) Bidder's cost for July 5, 2004 \$_____

Bidder's Margin over cost \$_____

#2 Diesel Bidder's cost for July 5, 2004 \$_____

Bidder's Margin over cost \$_____

Hours of operation _____

Address of Auburn Cardlock Facility _____

Can a Voyager Credit card be used at this facility? ____ yes ____ no

Category III - Rocklin/Loomis

County Facility: 6140 Horseshoe Bar Road, Loomis

Unleaded (min. 87 octane) Bidder's cost for July 5, 2004 \$_____

Bidder's Margin over cost \$_____

#2 Diesel Bidder's cost for July 5, 2004 \$_____

Bidder's Margin over cost \$_____

Hours of operation _____

Address of Rocklin/Loomis Cardlock Facility _____

Can a Voyager Credit card be used at this facility? ____ yes ____ no

3. INVOICE/PAYMENT TERMS

Invoice Terms: _____ or _____% discount if paid within _____ days;

OR Net payment due within _____ days

Refer to Section 21 of the General Terms and Conditions for the County's payment policy.